

TIME & MATERIALS CONTRACT No XXXXX of DD/MM/YYYY

between

BIMOSOFT CORP., Level 2, Lot 19, Lazenda Commercial Centre, 87007 Labuan, Malaysia, LL11806

or

BIMOSOFT Ltd., 18-19 College Green, Dublin 2, Ireland, IE3375540IH

(hereinafter: the Commission Agent)

And

(Client name), (Client address – all lines), (Client City), (Client Country), (Client VAT ID /tax number if applicable – depending on the country) (hereinafter: the Client)

1 Subject of the Contract

- 1.1 By virtue of this Contract, the Commission Agent, acting on its own behalf, but to the benefit of the Winglio Partner *(Partner first name Partner last name), (Partner address – all lines), (Partner City), (Partner Country) (hereinafter: the Partner)* and the Client enter into this Contract for purposes of the Partner's continual engagement on task(s) defined between the Partner and the Client under conditions set out hereunder.
- 1.2 Engagement of the Partner *(hereinafter: the Works)* is defined previously and directly in contact between the Client and the Partner, and the Commission Agent does not, in any manner, define, redefine, negotiate or in any other manner influence the scope and the conditions of the Engagement execution and delivery.
- 1.3 All legal relations between the Partner and the Commission Agent are regulated in a separate agreement between the two sides and will be applied to all matters between the two sides, including matters that this Contract invokes as a personal liability of the Partner.

2 Works Definition

- 2.1 Hereby the Commission Agent contracts, for the benefit of the Partner, that the Partner will personally and continually perform the following engagement assigned to him by the Client:

(WORKS DESCRIPTION)

3 Works Order & Delivery Options

3.1 The Partner and the Client shall directly communicate on ordering, volume and other particularities of the separate assignments, if any, of the Works.

4 Price and Payment Conditions

4.1 Price for the Task will be calculated on **hourly/daily/weekly/monthly** basis, where the fee will amount to **XXXX €/\$/other currency** per **hour/day/week/month**.

4.2 Payments will be made by the Client to the Commission Agent as follows:

Weekly/Monthly as per specification, in **XX days** upon the end of every consecutive **week/month**

Or

As per specification in **XX days** upon completion and delivery of each particular assignment.

- 4.3 Payments will be made in accordance with the invoices delivered electronically to the Client's designated email address by the Commission Agent.
- 4.4 VAT (if applicable) is not included in the contracted price.
- 4.5 In the event of delay in payment not justified by one of the reasons explicitly stated in this Contract, the Client will pay interests on delay at the rate of ECB prime rate + 9% yearly, non-compound.

5 Works Materials and Parts

- 5.1 All materials and parts (whether tangible or intangible) for Works are provided by the Partner and/or Commission Agent. All costs and expenses of obtaining, procuring, processing, assembling and finishing of materials and parts needed for works are included in the price stated in the Article 4 hereinabove.

6 Delivery

- 6.1 Delivery of the Works product shall be done by the Partner to the Client directly. Mode of delivery shall be via:
 - 6.1.1 electronic means of communication for any and all non-tangible and digital Works product or parts thereof, or
 - 6.1.2 via mail/courier for any and all tangible/physical Works product or parts thereof, or
 - 6.1.3 via personal delivery for any and all tangible/physical Works product or parts thereof, if the Partner and the Client are geographically located so that this mode of delivery is the most adequate one.
- 6.2 The final decision on the mode of delivery shall be made between the Partner and the Client, who may decide on a mode of delivery as they see fit. If no consent is made on the mode of delivery, the Partner may decide on the mode of delivery in accordance with the previous paragraph.
- 6.3 The Client must ensure that the delivery is easily confirmable. Depending on the mode of the delivery, such confirmation shall be acceptable to the Commission Agent if made in accordance with the standard practice of the delivery confirmation of the chosen mode of delivery. If no appropriate delivery confirmation system is applied, it will be considered that the delivery was made at the moment that the Partner sent/shipped the Works product or part thereof to the Client. The Client's failure to ensure the delivery confirmation exonerates the Commission Agent and the Partner from any and all liability for delays, defects or non-deliveries occurring in the process of delivery, and the Client waives all rights to claim damages, costs and expenses, as well as the right to withhold any part of payment due to the delay, defect or non-delivery that occurred in the process of delivery.

7 Transfer of Legal Rights

- 7.1 All legal rights to the product of the Partner's Works will be transferred from the Commission Agent onto the Client at the moment of delivery of the Works products, as delivered per individual assignments. If the Works product is delivered in phases or parts thereof, then each finalised part of the Works product will be treated as a separate final product in regards to the legal rights to such part of the Works product.

- 7.2 The Commission Agent does not, in any manner conceivable, guarantee that the rights to the Works product transferred to the Client are free of any encumbrances, third-party rights or any other limitations to the full ownership of the Client. Client will hold the Commission Agent harmless against all eventual claims related to the rights to the Works product.
- 7.3 Client accepts and acknowledges that all liability for the scope, validity and completeness of the rights transferred is solely on the side of the Partner, and that the Commission Agent is only an intermediate vehicle in the process of transferring of the rights. Should the Client face any claims for infringements of third-party rights to any part of the Works product, Client undertakes to request any damages or other type of reimbursements directly from the Partner.

8 Material Defects of the Works Product

- 8.1 Should the delivered final Works product contain any defect, the Client must, without any delays upon inspection of the delivered final Works product or any part thereof, but in no more than 3 (three) Business Days upon delivery, inform the Partner on the defect. The Partner must inspect the allegedly defective Works product or part thereof and confirm that the reported defect is existing and is caused by the Partner. If the defect reported is found to be repairable, the Partner must repair it in the shortest reasonable timeframe, which cannot be longer than 20 (twenty) Business Days, and deliver the repaired Works product or the part thereof to the Client. If the defective final Works product or part thereof is unrepairable, the Partner will undertake to deliver a new final Works product or part thereof to the Client in the contracted timeframe for delivery of the original but defective final Works product or part thereof, wherein the time will begin to run from the moment of confirmation of the irreparability by the Partner.
- 8.2 If the defective final Works product or part thereof must be delivered back to the Partner for the repairs, the deadlines for examination and repairs from the previous paragraph shall begin to expire from the moment of delivery. The Partner will bear all the costs of such delivery, which will be set-off to the next invoice amount due if the Client originally paid for the delivery. If the delivery confirmation system is not applied by the Client to the delivery of the defected Works product or part thereof to the Partner for repairs, it will be considered that the delivery has been made to the Partner upon the Partner's own acknowledgment of delivery. In case of any problems with the delivery of the defected Works product or part thereof for the repairs, the Client will hold the Commission Agent and the Partner harmless of any damages, costs and expenses that the Client incurred due to problems in such delivery.
- 8.3 In the event of a defect on the final Works product or any part thereof, the Client may withhold payment of any invoice due until the defect has been repaired or, if the defect is irreparable, until the new final Works product or part thereof has been delivered.
- 8.4 In the event that the Works product is delivered in phases, repairs or replacement of a defective Works product part shall not affect the set deadlines for delivery of subsequent Works phases in respect to the obligation of the Partner towards the Client. Should the next phase of Works be impossible to undertake prior to repairs or replacement of a defective Works product part, the Client may ask for lowering of the price in accordance with the penalty rules of this Contract.

9 Penalties for Delay

- 9.1 In the event that the Works product is not delivered on time as provided by the particular order issued under rules of this Contract , the Client may invoke the penalty clause by charging penalties on delay in amount of 5% of the price of the Works to be delivered under particular assignment per full week of delay, but not higher than 20% of the overall contracted price for the assignment. If the Works are contracted in phases, this clause will apply, respectively, for each phase of the Works contracted and in respect of the price of each phase contracted separately.
- 9.2 The Client must explicitly inform, by elaborated statement of facts, the Commission Agent and the Partner on invoking of the penalty clause.
- 9.3 The Client shall charge the penalties to the Commission Agent. The Client may not request nor receive the penalties amount in cash payment, but only as a set-off to the yet unpaid invoice issued for Works payment.

10 Non-Performance

- 10.1 Should the delivery of Works or any part thereof be delayed for more than 4 (four) weeks from the term set out in the particular assignment order, the Client may invoke non-performance and terminate this Contract in accordance with the rules of the Unilateral Extraordinary Termination provided hereunder.

11 Liability

- 11.1 Client accepts that the Partner is personally liable for all damages Client may incur due to delay in performance or non-performance. Client hereby explicitly waives all rights to claim any and all damages (including but not limited to lost profits), penalties, costs and expenses from the Commission Agent due to breach of this Contract to the Client's damage, unless specifically provided otherwise in this Contract.
- 11.2 All liability for the obligations under this Contract are to be applied directly towards the Partner as the immediate Works provider under this Contract, and the Commission Agent ensures that the Partner is personally liable for all of the obligations arising out of this Contract, including but not limited to the agreed quality and amount of the Works product, defects repairs, delivery deadlines and general business conduct. The Client hereby explicitly waives all rights to invoke joint and several or subsidiary liability of the Commission Agent should there be a breach of Contract to the Client's damage.
- 11.3 Commission Agent is authorized to act on behalf of the Partner, in accordance with this Contract, to pursue any and all claims against the Client arising out of or in relation to this Contract.

12 Duration of the Contract

- 12.1 This Contract is valid for an indefinite amount of time.

13 Termination of the Contract

- 13.1 Parties can terminate this Contract by virtue of mutual agreement at any given moment (**hereinafter: The Mutual Termination**). In the case of the Mutual Termination, unless the Parties agree otherwise:

- 13.1.1 The Contract will be terminated 30 days after the Mutual Termination (**hereinafter: *The Date of Termination***);
 - 13.1.2 All performed and undue amounts of price of the Works become due at the Date of Termination;
 - 13.1.3 The Partner will deliver all finished Works to the Client at the expiration of the Date of Termination;
- 13.2 Each Party can unilaterally terminate this Contract at any time by virtue of explicit statement of termination, without stating any reason for such termination (**hereinafter: *the Regular Unilateral Termination***). In the case of the Regular Unilateral Termination:
- 13.2.1 Date of Termination shall be 30 days after the Regular Unilateral Termination;
 - 13.2.2 All performed and undue amounts of price of Works become due at the Date of Termination;
 - 13.2.3 The Partner will deliver all finished Works to the Client at the expiration of the Date of Termination;
- 13.3 One Party can unilaterally terminate this Contract, by virtue of explicit and detailed statement of termination delivered to the other Party, in case of severe breach of Contract by the other Party, and only after the Party in breach has been duly notified of breach and called upon fulfilment in 10 (ten) days term by the damaged Party and the breaching Party failed to remedy to the breach within such term (**hereinafter: *The Unilateral Extraordinary Termination***). In the case of the Unilateral Extraordinary Termination:
- 13.3.1 Date of Termination shall be the end of the calendar month in which the Unilateral Extraordinary Termination statement has been delivered, but no less than 8 (eight) days upon the delivery of the Unilateral Extraordinary Termination statement;
 - 13.3.2 All performed and undue amounts of price of Works become due at the Date of Termination;
 - 13.3.3 The Partner will deliver all finished Works for which the adequate payment has been received to the Client at the expiration of the Date of Termination
 - 13.3.4 All amounts of damages already incurred or yet to be incurred by the Party terminating the Contract shall be calculated and shall be considered due on the Date of Termination, and interests on delay in payment of damages shall be calculated at the rate of ECB prime rate + 9% yearly, fixed, using non-compound interests' calculation method;
 - 13.3.5 Party in breach shall bear no right to any damages incurred due to Unilateral Extraordinary Termination.

14 Non-Disclosure Clause

- 14.1 Contents of this Contract and execution of this Contract, which also include but are not limited to all Appendixes, annexes and the Parties' correspondence prior to and during the validity of this Contract, are considered strictly confidential and the Parties are not allowed to disclose them, in any conceivable manner, to any third person(s), excluding (i) their employees, (ii) their attorneys and auditors, (iii) governmental bodies authorized to supervise the business activities of the Parties and (iv) other persons granted disclosure of the confidential information defined in this paragraph by virtue of order of the competent judicial body.
- 14.2 Any third person authorized to acknowledge the contents of the confidential information set out by the previous paragraph undertakes all obligations on keeping the confidentiality as if it were the Party to the Contract itself. Each Party shall be jointly and severally liable with such third person.
- 14.3 The Party in breach, either directly or through the third authorized person, of the non-disclosure clause, shall be liable for all damages incurred by the other Party via unauthorized disclosure. The amount of damages due shall not be lower than overall sum of all fees payable by virtue of this Contract.

15 Communication

- 15.1 The Parties undertake to run all communication in a manner that can ensure the existence of evidence of such correspondence. For that purpose, the Parties' communications (including direct communication between the Client and the Partner) will primarily be run through:
 - 15.1.1 Electronic mail (considered valid for any formal matter only if confirmation of delivery was received from the recipient);
 - 15.1.2 Electronic systems for live textual, audio & video communication, if such system has available option of permanent keeping of records of time and content of the communication, wherein a resume of the discussion is required, in textual form, for any mutual agreement, deadlines etc. reached via this communication method;
- 15.2 Any communication designated as "written communication" will be considered as such if delivered through the electronic mail.
- 15.3 Communication is valid if delivered to:
 - On the Commission Agents' side: support@winglio.com
 - On the Partner's side: _____@_____.
 - On the Client's side: _____@_____.

- 15.4 Communication is considered valid if sent by one Party to all other recipients by one of the means defined in Art. 15.1 hereinabove and to the address set in Art. 15.2 hereinabove. Communication performed not in accordance with the set conditions does not create any legal consequences for the intended recipient. Exclusively, all communication directly related to the Works in course of regular execution of the Works shall be valid if conducted solely between the Partner and the Client.
- 15.5 In the event of any change of the Party's (or the Partner's) information from Art. 15.2, the person changing the information must notify all other recipients of such change without delay, by means of valid communication defined by Art. 15.1 of this Contract. If such notification has not been done, and the sender runs communication in accordance with the last known delivery information, such communication shall be deemed valid and shall result in all consequences provided by this Contract and the law. The Commission Agent shall not be responsible for the conduct of the Partner in this regard.

16 Salvatory Clause

- 16.1 Should any of the provisions of this Contract be deemed null and void, such nullity shall not affect the validity of the remaining provisions of the Contract, unless such nullity renders the goal and the purpose of this Contract non-existent. In any case, the Parties shall do everything in their power to render this Contract fully executable and to their mutual benefit.

17 Applicable Law, Dispute Resolution

- 17.1 This Contract, as well as any potential annexes thereof shall be governed by the law of **Malaysia OR Ireland**, excluding the provisions on conflict of laws and excluding application of the UN Convention on International Sale of Goods.
- 17.2 In the event of any dispute arising out of or in relation to this Contract, the Parties will do everything in their power to find mutually satisfying amicable solution. If such amicable solution is not possible, the dispute shall be settled in front of the competent court in **Malaysia OR Ireland**.

18 Amendments to the Contract

- 18.1 All amendments to this Contract shall be valid only in the same form as this Contract, unless this Contract explicitly provides otherwise. The Parties explicitly exclude any possibility of amendments to this Contract via oral agreement or concluding actions, unless expressly provided otherwise in this Contract. Also, in case of a dispute in front of the competent court, should there be a disagreement between Parties on existence of amendment of this Contract non-compliant to this Article, it shall be deemed that such amendments are non-existent.

19 Copies of the Contract, Entry into Force

- 19.1 This Contract is drafted and executed in electronic document form (PDF) and is not required to be in the hard-copy form. Parties may, if necessary, print out copies for any use they deem necessary.

19.2 This Contract is signed electronically via the electronic signing platform. Parties unequivocally acknowledge that such manner of execution is considered as valid and legally binding, and shall not dispute the validity of such form.

19.3 This Contract represents the sole proof of will and intent of the Parties. Any previous oral, email or written agreements governing the subject of this Contract are deemed redundant by entry of this Contract into force.

For **BIMOSOFT CORP.** OR
BIMOSOFT Ltd.



The Client (signed electronically)